

GEORGE F. DARRAGH JR.
Assistant U.S. Attorney
U.S. Attorney's Office
P.O. Box 3447
Great Falls, MT 59403
119 First Ave. North, #300
Great Falls, MT 59401
Phone: (406) 761-7715
FAX: (406) 453-9973
Email: george.darragh@usdoj.gov

ATTORNEY FOR DEFENDANT

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MONTANA
GREAT FALLS DIVISION

GAIL RUTHERFORD, natural
mother, and Guardian for and on
behalf of Alyssa Little, a minor child,

Plaintiff,

vs.

UNITED STATES OF AMERICA,

Defendant.

CV 08-44-GF-SEH

STIPULATION FOR
COMPROMISE SETTLEMENT
AND RELEASE

It is hereby stipulated by and between the undersigned plaintiff
(meaning any person, other than the defendant, signing this agreement,

whether or not a party to this civil action), and the United States of America, by and through their respective attorneys as follows:

1. The parties do hereby agree to settle and compromise each and every claim of any kind, whether known or unknown, arising directly or indirectly from the acts or omissions that gave rise to the above-captioned action under the terms and conditions set forth in this Settlement Agreement.

2. The United States of America agrees to pay the sum of Eighty-nine Thousand Dollars (\$89,000), which sum shall be in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof, resulting, and to result, from the same subject matter of this settlement including any claims for wrongful death, for which Plaintiff or her guardians, heirs, executors, administrators or assigns, and each of them, now have or may hereafter acquire against the United States of America, its agents, servants, and employees.

3. Plaintiff and her guardians, heirs, executors, administrators or assigns hereby agree to accept the sum set forth in this Stipulation of Compromise Settlement, in full settlement and satisfaction of any and all claims, demands, rights, and causes of action of whatsoever kind and nature, arising from, and by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property and the consequences thereof which they may have or hereafter acquire against the United States of America, its agents, servants and employees on account of the same subject matter that gave rise to the above-captioned action, including any future claim or lawsuit of any kind or type whatsoever whether known or unknown for compensatory or exemplary damages. Plaintiff and her guardians, heirs, executors, administrators or assigns further agree to release, indemnify and hold harmless the United States of America, its agents, servants, and employees from and against any and all such causes of action, claims, liens, rights, or subrogated or contribution interests incident to or resulting from further litigation or the prosecution of claims by plaintiff or her guardian, heirs, executors, administrators or assigns against any third party or against the United States. This release does not release or waive any claims plaintiff may

have against other parties not employees of the United States or not covered under the Federal Tort Claims Act. Plaintiff and her guardians, heirs, executors, administrators or assigns further warrant and agree all payments made in satisfaction of this Stipulation for compromise Settlement shall be for the exclusive benefit of Alyssa Little.

4. This stipulation for compromise settlement is in no way intended to be, and should not be construed as an admission of liability or fault on the part of the United States, its agents, servants, or employees, and it is specifically denied that they are liable to the plaintiff. This settlement is entered into by all parties for the purpose of compromising disputed claims under the Federal Tort Claims Act and avoiding the expenses and risks of litigation.

5. It is also agreed, by and among the parties, that the respective parties will each bear their own costs, fees, and expenses and that any attorneys fees owed by the plaintiff will be paid out of the settlement amount and not in addition thereto.

6. It is also understood by and among the parties that pursuant to Title 28, United States Code, Section 2678, attorneys fees for services

rendered in connection with this action shall not exceed 25 per centum of the compromise settlement.

7. The persons signing this Settlement Agreement warrant and represent that they possess full authority to bind the persons on whose behalf they are signing to the terms of the settlement. In the event any plaintiff is a minor or a legally incompetent adult, the plaintiff must obtain Court approval of the settlement at their expense. Plaintiff agrees to obtain such approval in a timely manner: time being of the essence. Plaintiff further agrees that the United States may void this settlement at its option in the event such approval is not obtained in a timely manner. In the event plaintiff fails to obtain such Court approval, the entire Stipulation for Compromise Settlement and Release and the compromise settlement are null and void.

8. Settlement is contingent upon the establishment of a conservatorship in a court of appropriate jurisdiction and court approval of minor settlement.

9. Payment of the settlement amount will be made by government wire transfer as per the following:

A. Payee Account Name: Gail Rutherford as Conservator for
The Estate of Alyssa Little & O'Brien Law Office, P.C.

- B. ABA Routing Number (9 digits): 541210032
- C. Payee Account Number: [REDACTED]
- D. Type of Account: Checking
- E. Financial Institution Name, City, State: U.S. Bank,
Missoula, MT

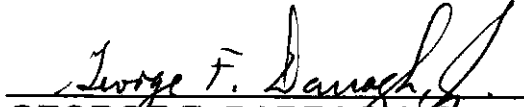
Plaintiff's attorney agrees to distribute the settlement proceeds among the claimants and to obtain a dismissal of the above-captioned action with prejudice, with each party bearing its own fees, costs and expenses.

10. The parties agree that this Stipulation for Compromise Settlement and Release, including all the terms and conditions of this compromise settlement and any additional agreements relating thereto, may be made public in their entirety, and the plaintiff expressly consents to such release and disclosure pursuant to 5 U.S.C. § 552a(b).

11. It is contemplated that this Stipulation may be executed in several counterparts, with a separate signature page for each party. All such counterparts and signature pages, together, shall be deemed to be one document.

DATED this 17th day of February, 2010.

MICHAEL W. COTTER
United States Attorney




GEORGE F. DARRAGH JR.
Assistant U.S. Attorney
Attorney for Defendant



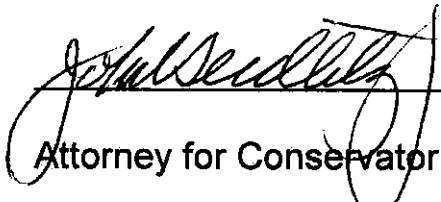
GAIL RUTHERFORD, Plaintiff



JAMES P. O'BRIEN,
Attorney for Plaintiff



Conservator



Attorney for Conservator